

# Exhibit 2

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IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION

~~~~~  
CHMURA ECONOMICS & ANALYTICS, LLC  
Plaintiff

vs. Case No. 3:19-CV-00813

RICHARD LOMBARDO  
Defendant

~~~~~  
REMOTE VIDEO DEPOSITION OF:  
LESLIE PETERSON, VOL. I

Taken on:  
April 30, 2020  
2:50 p.m.

Taken at:

McGuire Woods, LLP  
Gateway Plaza  
800 East Canal Street  
Richmond, VA

Kelliann D. Linberg, RPR, Notary Public

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1 APPEARANCES: (Via Videoconference)

2 On behalf of the Plaintiffs:

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24

25

17 ALSO PRESENT:

18 RICHARD LOMBARDO

19

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	INDEX OF EXHIBITS	
1	Number	Description
2		Marked
3	DEFENDANT'S:	
4	Exhibit A	Copy of Notice of Deposition 13
5	Exhibit C	Copy of Articles of 26 Organization for a Domestic Limited Liability Company, Ohio , Dated 9/2/2011
6	Exhibit E	Copy of Letter Dated 2/3/15 to 51 Richard Lombardo, Bates CHMURA000097
7	Exhibit L	Copy of Email Chain from 62 Richard Lombardo, Bates CHMURA 0070222 - 223
8	Exhibit F	Copy of Confidentiality, 67 Non-Competition & Non-Solicitation Agreement
9	Exhibit D	Copy of First Amended 70 Complaint
10	Exhibit G	Copy of Letter Dated 3/28/2019 88 to Mr. Lombardo,
11	Exhibit N	Copy of Email Dated 1/127/2017 96 from Leslie Peterson, Bates Chmura0056740
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1                   COURT REPORTER: The attorneys  
2 participating in this deposition acknowledge that I am  
3 not physically present in the deposition room and that  
4 I will be reporting this deposition remotely. They  
5 further acknowledge that, in lieu of an oath  
6 administered in person, the witness will verbally  
7 declare her testimony in this matter is under penalty  
8 of perjury. The parties and their counsel consent to  
9 this arrangement and waive any objections to this  
10 manner of reporting.

11                  Please indicate your agreement by stating  
12 your name, firm name, party represented and your  
13 agreement on the record."

14                  MS. COOPER: My name is Christine Cooper  
15 and I represent Mr. Lombardo, Richard Lombardo, and I  
16 agree.

17                  MR. POWELL: My name is Tom Powell. I am  
18 co-counsel for Mr. Lombardo, and I am with the firm of  
19 the Law Offices of Thomas Powell, and I also agree.

20                  MS. SIEGMUND: This is Heidi Siegmund of  
21 McGuire Woods, and we also agree.

22                  MS. LESLIE PETERSON: Leslie Peterson of  
23 Chmura Economics, and I agree.  
24                  - - - - -  
25                  LESLIE PETERSON, of lawful age, called

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1 for examination, as provided by the Ohio Rules of Civil  
2 Procedure, being by me first duly sworn, as hereinafter  
3 certified, deposed and said as follows:

4 EXAMINATION OF LESLIE PETERSON

5 BY MS. COOPER:

6 Q. Good afternoon, Ms. Peterson. My name is  
7 Christine Cooper and I represent Richard Lombardo in  
8 the case filed by Chmura Economics & Analytics, LLC.  
9 Can you state your name for the record?

10 A. Leslie Peterson.

11 Q. And what's your address, your residential  
12 address?

13 A. My work address?

14 Q. No, your residential, your home address.

15 A. [REDACTED]. That's in  
16 [REDACTED].

17 Q. Have you ever been deposed before?

18 A. Yes.

19 Q. When was the last time you were deposed?

20 A. 2010.

21 Q. How many times before have you been  
22 deposed?

23 A. Once.

24 Q. What type of case was that?

25 A. A JobsEQ patent --

1 (Reporter asked for clarification).

2 A JobsEQ patent infringement case. Is that  
3 better?

4 Q. Do you recall the case name?

5 A. The official case name?

6 Q. Yes.

7 A. I don't.

8 Q. Were you deposed in your individual  
9 capacity?

10 A. My corporate and individual.

11 Q. Were you deposed in your corporate capacity  
12 on behalf of Chmura Economics & Analytics, LLC?

13 A. Yes.

14 Q. Since it's been a while since you have been  
15 deposed, I will go over some ground rules with you.  
16 First, if you could say yes or no as opposed to head  
17 shaking or saying uh-huh or uh-uh, that would be great,  
18 so that the court reporter, which is already difficult  
19 to do this when we are all in a room together, but now  
20 that we are all separate, would appreciate if we could  
21 articulate that. And I will be probably be the biggest  
22 offender, but I'll do my best to follow my own rules.

23 If you can wait until I ask the full  
24 question before you provide your answer, so that we are  
25 not talking over each other. If you don't understand a

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1 question I've asked, if I misstated it or it is just  
2 confusing, please ask me to repeat or rephrase the  
3 question.

4                   And if you need a break, by all means say  
5 so and we will take a break. The only request I would  
6 have is if there is a pending question, you answer it  
7 before we take that break. Do you understand?

8                   A.     I do understand.

9                   Q.     Did you bring anything with you to the  
10 deposition today, any documents with you?

11                  A.     No.

12                  Q.     I am going to go into your background a  
13 little bit. Can you tell me a little about your  
14 education, your higher education?

15                  A.     I went to the University of Virginia,  
16 College at Wise, studied chemistry and biology. And  
17 then I later went to Clemsen University and studied  
18 marketing.

19                  Q.     What degrees did you earn from UVA?

20                  A.     Biology.

21                  Q.     And did you earn a degree from Clemsen?

22                  A.     No.

23                  Q.     Tell me again what you were studying at  
24 Clemsen.

25                  A.     Marketing.

1 Q. Do you have any certifications?

2 A. I have IEDC Technology-led Economic  
3 Development Certification.

4 Q. And can you explain what that is?

5 A. That's a certification within an  
6 organization that specializes in the development of  
7 economic development practitioners.

8 Q. And you are currently with Chmura Economics  
9 & Analytics, LLC, correct?

10 A. Correct.

11 Q. And is it okay if I refer to it as Chmura?

12 A. We do.

13 Q. Okay. How long have you been at Chmura?

14 A. I started in 2002, May 21st.

15 Q. Well, you are coming up on an anniversary?

16 A. I am.

17 Q. That's great. Were you employed prior --  
18 anywhere prior to starting at Chmura?

19 A. You want me to go in reverse,  
20 chronological, or forward chronological?

21 Q. Either way you are comfortable doing it.

22 A. Okay. So I started with Eastman Kodak,  
23 Eastman Chemical. I started out as a title chemist and  
24 worked my way through customer services and then was in  
25 worldwide sales. After that, I took a job at

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1 Goldschmidt, which is Degussa, and that is a pigment  
2 and surfactant manufacturing company in Richmond. And  
3 then I joined Chmura.

4 Q. And in what capacity did you join Chmura  
5 when you started?

6 A. Director of operations. I was an employee  
7 with the option to become a partner later.

8 Q. And are you a partner now?

9 A. Yes.

10 Q. When did you become a partner?

11 A. 2004.

12 Q. I am going to go into a little more of  
13 this, but I want to state, when we noticed your  
14 deposition, we were noticing you -- you were designated  
15 as a corporate representative for certain categories of  
16 topics. You are also here to testify individually,  
17 correct?

18 A. Yes.

19 Q. I would like to start with the corporate  
20 representative portion of your deposition and leave the  
21 individual portion to the end.

22 MS. SIEGMUND: Christine?

23 MS. COOPER: Yes.

24 MS. SIEGMUND: Sorry to interrupt you, but  
25 I just realized that we cannot control exhibits from

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1 the way we have this set up, so so I don't interrupt  
2 your flow when you start putting up exhibits, we'll  
3 take a five minute break and we will get that fixed so  
4 that we can use those.

5 MS. COOPER: That would be fine. Do you  
6 want to do that now?

7 MS. SIEGMUND: Yeah, let's go ahead and do  
8 it now so we don't have to worry about it when you are  
9 actually trying to do stuff.

10 MS. COOPER: Okay.

11 - - - - -

12 (Short break off the record.)

13 - - - - -

14 BY MS. COOPER:

15 Q. So -- and I can't remember the last  
16 question I asked, so I may be repeating my question  
17 again. But you're testifying as a corporate  
18 representative of Chmura today, correct?

19 A. Right.

20 Q. Are you an owner of Chmura?

21 A. Yes.

22 Q. What is your ownership interest?

23 A. 42.5.

24 Q. What is your title?

25 A. President and Chief Strategy Officer.

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1 Q. What are your responsibilities at Chmura?

2 A. I'm involved with the SEA Group, which is  
3 Strategic Enterprise Advisers Group. We meet monthly,  
4 sometimes quarterly to do forecasting for the company,  
5 talk about hiring strategies, talk about continuous  
6 improvements, and performance metrics. So I pretty  
7 much manage the SEA Group process. I am also the head  
8 of marketing. We are a small company, Ms. Cooper, so  
9 we wear a lot of hats.

10 I'm also the head of marketing, and  
11 developing marketing collateral, which we began to do  
12 more as we had the resources to do that. And as a  
13 partner, I have to make a lot of decisions about the  
14 direction that the company wants to go and how we want  
15 to penetrate market access, when we are changing  
16 directions based off competitive analysis, et cetera.

17 Q. When did you become an owner of Chmura?

18 A. You already asked that, but do you want me  
19 to repeat it?

20 Q. Yes, please.

21 A. 2004.

22 Q. Are you being paid for your testimony  
23 today?

24 A. I don't understand that question.

25 Q. Outside of your normal compensation, are

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1 you being paid for your testimony today?

2 A. No.

3 Q. I am going to show you what's been marked  
4 as Defendant's Exhibit A, and I will share that with  
5 you in a moment.

6 - - - - -

7 (Thereupon, Deposition Exhibit A, Copy  
8 of Notice of Deposition, was marked for  
9 purposes of identification.)

10 - - - - -

11 Q. I will give you a chance to look at that,  
12 and you have control, so you should be able to scroll  
13 through it.

14 A. (Reviewing.) Okay.

15 Q. Have you seen this document before?

16 A. Yes.

17 Q. And what is it?

18 A. What is it?

19 Q. Yes.

20 A. Is it the interrogatory ones?

21 Q. I'll represent to you that this is a Notice  
22 of Deposition for a 30(b)6 witness, and if you scroll  
23 down -- I will take control and I'll just scroll down  
24 to the topics. Have you seen this Exhibit A before?

25 A. Yes.

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1           Q.     And you have been designated as a witness  
2     on behalf of Chmura for certain of the topics listed on  
3     this Exhibit A, correct?

4           A.     Correct.

5           Q.     And we will go through these topics  
6     individually, but before we get to that; generally,  
7     what did you do to prepare for your deposition today on  
8     behalf of Chmura?

9           A.     I reviewed documents that our counsel  
10    suggested I review.

11          Q.     What documents did you review?

12          A.     Email, scanned documents from personnel  
13    files.

14          Q.     Did you review anything else?

15          A.     I went into Salesforce and did some  
16    research on some of the questions that Rick had  
17    regarding his commission, and then I was able to take  
18    that and then back it up with an email so I understood  
19    what he was asking.

20          Q.     What type of information did you look at on  
21    Salesforce?

22          A.     Contracts. License agreements.

23          Q.     And what was the purpose of looking at  
24    those?

25          A.     I was trying to understand. Some of his

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1       complaints were five years old, so I was trying to  
2 understand why he had a complaint about it.

3           Q.     What do you mean by complaint?

4           A.     You know, the documents -- do you know the  
5       licenses that he is questioning the commissions on? To  
6       save us some time, are you aware of those?

7           Q.     I am not the one that gets to be asked  
8       questions, so you are going to have to answer my  
9       question. Can you explain what you mean by complaint?

10          A.     He had complaints about commissions from  
11       some of his early deals.

12          Q.     Did you review anything else?

13          A.     Not that I am aware of or that I can  
14       recall. Mostly emails.

15          Q.     Do you remember any specific emails that  
16       you reviewed?

17          A.     I reviewed emails about the license  
18       agreements that are in question. I reviewed emails  
19       about the recruiting -- the recruiter that actually  
20       brought Rick to the firm, and I also reviewed the  
21       emails and the process for Jennifer Ludvik, and I  
22       reviewed some invoices.

23          Q.     What kind of invoices?

24          A.     Invoices to clients, they were JobsEQ  
25       clients.

1 Q. And you said you also reviewed personnel  
2 files. What personnel files did you review?

3 A. I reviewed Rick's personnel files.

4 Q. How was Mr. Lombardo's personnel file kept?

5 A. Can you repeat the question?

6 Q. Sure. How was Mr. Lombardo's personnel  
7 file kept?

8 A. How was it kept?

9 Q. Yes.

10 A. It was kept in the H.R. office under lock  
11 and key.

12 Q. Is it a paper file?

13 A. It's paper and digital file.

14 Q. What is contained within the paper file?

15 A. His offer letter, his notes for annual  
16 reviews. We didn't have a formal annual review form  
17 like we have now when he first started. Any complaints  
18 that he registered that we talked about were documented  
19 in his personnel file.

20 Q. Is there anything else maintained within  
21 his paper file?

22 A. There is information from GIS Web Tech on a  
23 falsified offer letter that that company we have a  
24 relationship related to him. But that falsified letter  
25 is in the file.

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1           Q.     Anything else in his paper file?

2           A.     I believe there is a file in there that  
3     Aisha, our H.R. manager, documented as a result of  
4     talking with Rick about his concerns from 2015 to 2019,  
5     his complaints and his concern that if the company  
6     moves forward and made any kind of changes to the sales  
7     commission structure, he complained about that and was  
8     very concerned about that. And that's documented.

9           Q.     When you said "complaints," what type of  
10    complaints are you referring to?

11          A.     He complained that he did not get his merit  
12    increase every year at his annual review.

13          Q.     Were there any other complaints?

14          A.     To H.R., no. That's the main one that kept  
15    recurring, the concern about the company moving forward  
16    with some sort of commission restructuring.

17          Q.     Was there anything else contained within  
18    his paper personnel file? You mentioned he also had a  
19    digital file. What was contained within the digital  
20    file?

21          A.     It would be, like, a letter from GIS Web  
22    Tech explaining the situation with Rick that was  
23    electronically transferred and then printed out and put  
24    in his personnel file. I didn't mean to imply that his  
25    personnel file is sitting on an internet server

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1 somewhere. They are not.

2 Q. About how big is Mr. Lombardo's personnel  
3 file, if you had to ballpark on size?

4 A. 10 to 12 pages. I did not count them.

5 Q. Within in that personnel file, were there  
6 any complaints relating to unpaid overtime?

7 A. No.

8 Q. And to your knowledge, was Mr. Lombardo's  
9 entire personnel file produced in this case?

10 A. Was his entire personnel file reviewed in  
11 this case?

12 Q. Not reviewed, produced.

13 A. Yes.

14 Q. And based on your statement, did you review  
15 his entire personnel file?

16 A. Yes.

17 Q. Is there anything else that you did to  
18 prepare for your deposition today?

19 A. I prayed.

20 Q. Did you speak with anyone?

21 A. I spoke with Chris and Sharon.

22 Q. And what was the substance of your  
23 conversation?

24 MS. SIEGMUND: Just to the extent that gets  
25 into any of your conversations with counsel, I would

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1 instruct you not to talk about the content of those  
2 conversations.

3 A. I cannot talk about the content of those  
4 conversations.

5 Q. Well, every conversation you had with  
6 either Dr. Chmura or Ms. Simmons was a communication  
7 from an attorney?

8 A. We were speaking about the requirements of  
9 Exhibit A.

10 Q. Can you say that again? I am not sure I  
11 understand.

12 A. We were speaking to each other about the  
13 requirements of Exhibit A.

14 Q. What do you mean by "the requirements of  
15 Exhibit A?"

16 A. We wanted to make sure that we had covered  
17 what we needed to explain in this deposition today.  
18 That was considered our homework.

19 Q. Going back to -- well, actually, I am going  
20 to move you into the first topic. So you have been  
21 designated to testify regarding Topic Number 1 on  
22 Exhibit A, which I think I am still sharing with you,  
23 so you can still see it; is that correct?

24 A. Yes.

25 Q. And Topic Number 1 is, "Chmura's

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1 organizational structure, including the physical  
2 organization, ownership and supervising, management and  
3 reporting structures," correct?

4 A. Correct.

5 Q. Now, you testified that you owned 42.5% of  
6 Chmura. Who are the other owners?

7 A. Chris Chmura and John Chmura.

8 Q. Does anyone else own any -- does anyone  
9 else have an ownership interest in Chmura?

10 A. They are profit interests, not ownership  
11 interests.

12 Q. Can you explain to me the difference  
13 between ownership interests and profit interests?

14 A. The three partners retain the lionshare of  
15 the company with the profit interests folks being able  
16 to sit on the board and have voting privileges, and  
17 they get a percentage of the company at any time we  
18 reach a profit, then they get a percentage of that  
19 profit. And that's Greg, Xiaobing, Sharon.

20 Q. I am going to slow you down there. What is  
21 Greg's full name?

22 A. Gregory Chmura.

23 Q. And what is Xiaobing's full name?

24 A. Xiaobing Shuai.

25 Q. Can you spell that for the court reporter?

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1 A. X-I-A-O-B-I-N-G. Shuai, S-H-U-A-I.

2 Q. And what was Sharon's full name?

3 A. Sharon Simmons.

4 Q. And you say that they had a profit  
5 interest, correct, the three of them?

6 A. Yes, I did.

7 Q. Does anyone else have a profit interest  
8 other than the three of them?

9 A. No, they don't.

10 Q. And what percentage of ownership does --  
11 did Chris Chmura have?

12 A. 51.

13 Q. That was 5 1 or a 6 1?

14 A. That's a 5 1.

15 Q. What percentage of ownership does John  
16 Chmura have?

17 A. 5 0.

18 Q. So the other 2 1/2 % -- I'm sorry --  
19 1 1/2%, who owns the last 1 1/2% of the company?

20 A. The three profit interests folks.

21 Q. Is that interest split evenly?

22 A. I believe Greg is a 1/2% more than Xiaobing  
23 and Sharon.

24 Q. Now, Chmura is a limited liability company,  
25 correct?

1 A. Correct.

2 Q. And it was organized under the laws of  
3 Virginia; is that correct?

4 A. Correct.

5 Q. Do you know when it was formed?

6 A. 1998.

7 Q. And has it been continuously in operation  
8 since then?

9 A. Yes.

10 Q. What does Chmura do?

11 A. We have a consulting side which is made up  
12 of economists and mathematicians, and we do consulting  
13 work. And on the other side of the house is  
14 technology, JobsEQ is our technology platform. And  
15 then we have some portals that come off of that  
16 dashboard that we also provide to our clients.

17 Q. Can you explain a little bit more about  
18 JobsEQ and what it is?

19 A. JobsEQ is a technology platform. It is  
20 software as a service, it is a SaaS product as opposed  
21 to data as a service, which is a DaaS product. And  
22 clients use the labor data information in JobsEQ to  
23 make better decisions about their communities.

24 Q. Who does Chmura sell JobsEQ to? I don't  
25 need specific names.

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1                   Let me rephrase my question so it is fair.

2                   What type of entities does Chmura sell JobsEQ to?

3                   A.       B to B.   B to G.

4                   Q.       Can you break that down for the layman, for  
5                   me?

6                   A.       Business to government and business to  
7                   business.

8                   Q.       What type of businesses does Chmura sell  
9                   to?

10                  A.       Corporate organizations.

11                  Q.       Will they sell to any corporate  
12                  organization, or is there a particular type of  
13                  organization that purchases JobsEQ?

14                  A.       It varies.

15                  Q.       Could you give me some examples of the  
16                  industries that JobsEQ is sold to?

17                  A.       In which vertical?

18                  Q.       Well, why don't we start with explaining  
19                  what a vertical is.

20                  A.       A vertical is a market segmentation based  
21                  on industry mix. So a vertical might be corporate. A  
22                  vertical is education. A vertical is economic  
23                  development. A vertical is workforce development. A  
24                  vertical is site selection and site selection  
25                  consulting, including corporate real estate.

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1           Q.     All right. So what industry does -- what  
2     industry does JobsEQ sell to within those verticals  
3     then?

4           A.     There is a lot of industries.

5           Q.     Is there any industry that JobsEQ -- sorry,  
6     let me rephrase that.

7                         Is there any industry that Chmura does not  
8     sell to?

9           A.     Well, there is over 1100 industries, and  
10    then within industries, you have mixed mediation, the  
11    types of industries that are within the punitive med  
12    code, so we would have to be here for a year to talk  
13    about that. Can you be more specific?

14          Q.     How about just give me broad strokes of the  
15    type of industries that Chmura sells to.

16          A.     Healthcare, education, workforce  
17    development, corporate real estate, community colleges,  
18    four year education -- either a four year college or a  
19    two year community college.

20          Q.     Are there any other broad categories you  
21    would include?

22          A.     No.

23          Q.     Now, you said that there were -- if I heard  
24    correctly, there are portals off the dashboard that  
25    would also be sold in addition to JobsEQ by Chmura; is

Page 25

1 that correct?

2 A. That is correct.

3 Q. What are those portals? Do they have --

4 let me ask one question. Do those portals have names?

5 A. Have any --

6 Q. Do those portals have specific names?

7 A. Yes. Labor --

8 Q. What are they?

9 A. Tell me when you are ready for me to speak.

10 Q. I'm ready. Please go ahead and tell me the  
11 names.

12 A. LaborEQ, Career Concourse, Realtime  
13 Intelligence, Resume Forensics.

14 Q. Are there any others?

15 A. Not that are commercially available at this  
16 time.

17 Q. And are those add-ons to the JobsEQ  
18 products?

19 A. They are upsells.

20 Q. Prior to being called Chmura Economics &  
21 Analytics, LLC, did the company go by a different name?

22 A. Capital Research & Analytics.

23 Q. When it was Capital Research & Analytics,  
24 did the company do anything different than it does now?

25 A. It was strictly consulting.

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1           Q.     When did it change from strictly consulting  
2     to also having the tech side?

3           A.     The tech side started emerging in 2002.  
4     The name was changed in 2003.

5           Q.     Why did it change its name? Why was the  
6     name changed?

7           A.     Chris' business partner did not want to be  
8     in business. He preferred to be in academia.

9           Q.     I am going to show you what's been marked  
10    as Defendant's Exhibit C. I'll let you page through  
11    that for a moment.

12                        - - - - -

13                        (Thereupon, Deposition Exhibit C, Copy  
14                        of Articles of Organization for a  
15                        Domestic Limited Liability Company,  
16                        Ohio, Dated 9/2/2011, was marked for  
17                        purposes of identification.)

18                        - - - - -

19           MR. POWELL: Heidi, this Tom Powell. In  
20    the meantime, I am getting a little reverb on my  
21    hearing, and I'm wondering if it's -- do you have two  
22    audio lines on in your room or just one, Heidi?

23           MS. SIEGMUND: No, we're only connected to  
24    our speakers.

25           MR. POWELL: All right.

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1 - - - -  
2 (Short pause off the record.)  
3 - - - -  
4

BY MS. COOPER:

Q. Ms. Peterson, have you had a chance to  
review Exhibit C?

A. I am trying to.

Q. Do you recognize this document?

A. I do not.

Q. Have you ever seen it before?

A. I have not. If I have, I don't recall.

Q. Are you aware of whether -- let me rephrase  
that.

Did Chmura, the Virginia company, ever  
register to do business in Ohio?

A. We did.

Q. Do you recall when that occurred?

A. Should have been in 2005.

Q. When did Chmura open an office in Ohio?

A. 2005.

Q. What other location is Chmura located in?  
Let me rephrase.

What other locations does Chmura have  
offices in?

A. Can you define, office?

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1 Q. Physical office space.

2 A. Midlothian Texas. Rye Cove, Virginia.

3 R-Y-E, C-O-V-E.

4 Q. And then, also, the location in Cleveland  
5 Ohio, correct?

6 A. Correct.

7 Q. I want to take a step back for a second and  
8 I notice there is a lot of shared names amongst the  
9 ownership. Can you tell me the relationship of the  
10 owners of the company, if any?

11 A. You're talking about a biological  
12 relationship?

13 Q. Yes.

14 A. Okay. So Chris is a sister to Greg, and  
15 John is a nephew of Chris.

16 Q. Are you related to any of them?

17 A. No.

18 Q. Are any of the other, the profit -- forgive  
19 me, I have to go back and look and see what you said  
20 they were --

21 A. Profit interests.

22 Q. Profit interests. Are they in any way  
23 related, other than Mr. Greg Chmura?

24 A. No.

25 Q. How many employees does Chmura currently

Page 29

1 have?

2 A. It's around 35.

3 Q. And has it always had about that same  
4 number of employees?

5 A. Can I go back and correct that statement?

6 Q. Absolutely.

7 A. It's around 45.

8 Q. Let's take it a year at a time.

9 Approximately how many employees did Chmura have in  
10 2019?

11 A. Around 45.

12 Q. Same for 2018?

13 A. No, we hired 15 people between 2018 and  
14 2019.

15 Q. What was the reason for the additional  
16 hiring?

17 A. When you are growing a technology  
18 organization, it has to scale. And what I mean by  
19 scale is if you add inside sales, account managers,  
20 outside sales, then you have to add to data governance,  
21 then you have to add to your IT staff, and then you  
22 have to add marketing people. So the whole  
23 organization must scale.

24 Q. So did you add positions to all those  
25 different categories?

Page 30

1 A. We have no inside salespeople.

2 Q. What type of salespeople do you have?

3 A. Account managers.

4 Q. Account manager is a title, correct?

5 A. Well, it is more than a title. Account  
6 managers are client facing; more than an inside  
7 salesperson. Client facing is setting up meetings,  
8 going to client sites and doing demos, going to  
9 conferences.

10 Q. The account managers, where are they based?  
11 Let me rephrase that.

12 Where does an account manager work from?

13 A. Right now, everyone is working from home.

14 Q. In 2019, where did the account managers  
15 work from?

16 A. They worked out of the Richmond office and  
17 they worked out of the Cleveland office.

18 Q. And were they present in those offices,  
19 physically present in those offices when they were  
20 working?

21 A. Not always.

22 Q. Approximately -- take the Richmond office,  
23 approximately what percentage of the workday was an  
24 account manager present in the Richmond office?

25 A. Currently, we have got only Wilson there

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1 and he does a good bit of traveling across Virginia to  
2 see the career and technical client.

3 Q. In 2019, how much time did the account  
4 managers in Richmond spend in the office as a  
5 percentage -- on a percentage basis?

6 A. I would have to do that math on that. I  
7 didn't come prepared to do that.

8 Q. Did they spend more time in the office than  
9 outside of the office?

10 A. Probably, yeah.

11 Q. What about the account managers in  
12 Cleveland? Did they spend more time in the office than  
13 out of the office?

14 A. Probably.

15 Q. Would you say that they spend more than 75%  
16 of their time -- take the Cleveland office, if you  
17 know, would you say that they spend more than 75% of  
18 their time in the office?

19 A. I couldn't put a number like that on it.

20 Q. What would you need to look at to determine  
21 how much time they spent in the office?

22 A. The way they explain conferences a year.  
23 We've got folks traveling all over the country, so I  
24 would have to do the math.

25 Q. What would the account managers be

1 traveling for?

2 A. Conferences and client meetings.

3 Q. And how frequently would an account manager  
4 in 2019 travel for a client meeting?

5 A. For a client meeting? Let's see, we did  
6 training in Atlanta. It's not the lionshare of their  
7 outside facing time. It's not a portion of time which  
8 would be client meeting. Client meeting was often held  
9 around conferences because it was more convenient. So  
10 they might be at the conference, but they might  
11 schedule a meeting in one of the rooms there at the  
12 conference hall and have a meeting.

13 Q. And what would they do at these conference  
14 meetings?

15 A. They would be discovery with the client.  
16 They would demo JobsEQ. They would help in an advisory  
17 role in how they can think about their particular  
18 industry, especially business to government, on  
19 spending cycles and strategies to acquire funds to  
20 purchase JobsEQ.

21 Q. Were these current clients that they were  
22 traveling to?

23 A. Not always.

24 Q. How frequently were they traveling to speak  
25 with a prospective client?

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1           A.     I am not going to be able to put a number  
2 on that.

3           Q.     What documents would you need to review to  
4 be able to put a number on that?

5           A.     I would have to go back and pull everyone's  
6 calendar, align it with the conference calendars. I  
7 would have to understand that -- why was -- where were  
8 they? And I'm three steps removed from that.

9           Q.     At any point in time, did Chmura have an  
10 inside sales team?

11          A.     No.

12          Q.     Never? It never had an inside sales team?

13          A.     We call them account managers.

14          Q.     So an inside sales would have the title of  
15 account manager; is that correct?

16          A.     Yes.

17          Q.     Okay. So an account manager then is doing  
18 inside sales, by your testimony, correct?

19               MS. SIEGMUND: Object to the form of the  
20 question. You can answer.

21          A.     An account manager spends a portion of his  
22 time on the phone.

23          Q.     That's not what you just testified to. You  
24 just testified that an account manager is an inside  
25 sales representative, correct?

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1           A.     No, I did not. No, I did not.

2           Q.     Can you define for me what you mean by  
3     inside sales?

4           A.     We don't have one, so I really can't.

5           Q.     Well, then --

6           A.     To me, it would be somebody that does not  
7     travel. They don't have the freedom to make decisions  
8     and negotiate contracts. They are never client facing.

9                         They are not in an advisory capacity to  
10    their client on how to finance deals. They are not  
11    part of the strategy of accomplishing where the company  
12    wants to be in five years. They are not advisors back  
13    to the technology group. They are none of those things  
14    that --

15           Q.     But --

16           A.     -- the account managers have the privilege  
17    of doing.

18           Q.     So what you are telling me is an inside  
19    sales representative would never talk to or face a  
20    client?

21                         MS. SIEGMUND: Object to the form of the  
22    question. You can answer.

23           A.     They talk to the client on the phone only.

24           Q.     A moment ago you testified that they would  
25    -- they would never be client facing. What do you mean

Page 35

1 by client facing?

2           A. Client facing is when you are outside the  
3 organization, in the client home base. You are outside  
4 the organization at a conference, meeting clients,  
5 exchanging cards, taking breaks together, networking,  
6 building relationships with your client that you can't  
7 do over the phone. That's why we have conferences, and  
8 that's why we spend a lot of money sending our best  
9 folks to conferences.

10          Q. Do you know how many trips the account  
11 managers -- actually, let me retract that question.

12                 What are the -- does Chmura have a sales  
13 team?

14          A. Can you repeat that?

15          Q. Sure. Does Chmura have a sales team?

16          A. Yes.

17          Q. And what are the job titles contained  
18 within the sales team?

19          A. Account manager, senior account manager,  
20 territory manager, which we don't have one, and then  
21 sales manager.

22          Q. What was the difference between an account  
23 -- or what is the difference between account manager  
24 and senior account manager?

25          A. When an account manager comes on board

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1 from, oh, let's say, the collections industry and they  
2 come into a technology backed platform that is very  
3 complex, based on the laws of economics, and they have  
4 to learn the platform. They have to learn the clients.  
5 They have to learn to think and talk, to uncover the  
6 client's pain points, and they have to be savvy enough  
7 in the tool to be able to go into the particular  
8 dimensions of the platform to help solve their  
9 problems.

10                   And you can't do that on day one. It takes  
11 three months to be demo ready. It takes six months  
12 before you can start closing deals, and then even after  
13 that time, it takes another, probably, total of 18  
14 months to get to where you are really in your groove.

15                   Q. So when do you become a senior account  
16 manager?

17                   A. Well, in Rick's case, it was May --

18                   Q. I didn't ask -- hold on. Answer the  
19 question I ask, please. Ordinarily, when does an  
20 account manager become a senior account manager?

21                   A. When their performance is so much more  
22 obvious in terms of closed deals, that they are  
23 respectful at conferences, they know how to -- they  
24 know how to be outward facing and be professional, and  
25 they know the tool.

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1           Q.     At what point -- is there a very specific  
2 time cut off to become a senior account manager?

3           A.     No.

4           Q.     Who makes the decision to move someone from  
5 account manager to senior account manager?

6           A.     That decision is typically reviewed by the  
7 sales manager with the SEA Group, that's the Strategy  
8 Enterprise Advisers Group.

9           Q.     What is the quickest anyone has gone from  
10 account manager to senior account manager?

11          A.     18 months.

12          Q.     And who was that?

13          A.     Mr. Lombardo and Austen Steele.

14          Q.     As far as -- you threw a lot at me, so I've  
15 got to unpack some of that. It is going to take me a  
16 minute.

17                 What metrics are reviewed to determine when  
18 an account manager becomes a senior account manager?

19          A.     They are consistently closing three deals a  
20 month. All deals are consistently above the average  
21 sales price of \$8,500. They are taking on leadership  
22 roles within the sales team. Examples are,  
23 implementation of Salesforce, training new salespeople,  
24 exhibiting best practices within the organization,  
25 contributing to IT assets and new analytics, bringing

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1 intelligence from the industry and the marketplaces  
2 about what is actually needed.

3 Q. If an account manager doesn't have an  
4 opportunity to interact with clients, how is an account  
5 manager ever supposed to be able to achieve those  
6 benchmarks?

7 A. Account managers will be able to achieve  
8 the benchmarks as they grow and mature in the product,  
9 as they have clients, as they become more familiar.

10 Q. And one of the -- one of the benchmarks is  
11 implementing Salesforce. What does that mean?

12 A. We don't restrict new hires to be savvy in  
13 Salesforce. It's a CRM, and there is a lot of them.  
14 So sometimes they come in and then they have ACT as  
15 their background and CRM, but Salesforce is considered  
16 the blue standard, or blue ribbon standard in SaaS  
17 products because it itself is a SaaS product.

18 So some people figure that out more quickly  
19 than others. So to be able to say you implemented  
20 within the sales team, or the best practices, or  
21 Salesforce, that's what that means.

22 Q. What are the standards that would  
23 demonstrate you have now implemented best practices on  
24 Salesforce?

25 A. I'm sorry? What was the standard?

1           Q.     What are the best practices? You  
2 referenced best practices would have affected  
3 Salesforce. What are those best practices?

4           A.     I am not a Salesforce user, but I can tell  
5 you that with all of the metrics that are in  
6 Salesforce, you can breakout so much information about  
7 how quickly the information gets implemented, like,  
8 same day, realtime, rather than, like, waiting to  
9 Friday to do implementation. It needs to be realtime.  
10 At the same time you are sending an email, you are  
11 documenting in Salesforce, and you are leading a phone  
12 call.

13          Q.     You are using implementation in a way I  
14 never heard it used. Can you define for me what you  
15 mean by implementation?

16          A.     It's a technology platform that has to be  
17 implemented across an organization. So when we first,  
18 as the sales team, started using Salesforce, we didn't  
19 know how to use it to its fullest potential, and so we  
20 never really, fully implemented it to take full  
21 advantage of its many, many facets.

22          Q.     I'm still not sure you answered the  
23 question as to what you mean by implementing. I am not  
24 following what you mean by implementing Salesforce.  
25 What do you mean by implementing?

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1           A.     Best practices. So you are trying to set  
2 up a demo, that's your goal, right? And that's the  
3 metrics within Salesforce. So to be very efficient  
4 with Salesforce, you need to be able to triangulate  
5 your thinking. And when you triangulate your thinking  
6 between email, documentation of Salesforce and making a  
7 phone call to get the demo set up, that's a best  
8 practice. And that's implementing the tool further  
9 than we can implement it until we learn how to do that.

10           Q.     So really what you are saying is, that as  
11 you learn how to use Salesforce -- let me rephrase  
12 that.

13                 The better you understand how to use the  
14 tools within Salesforce, the more likely you are to  
15 move from account manager to senior account manager; is  
16 that correct?

17           A.     Yes.

18           Q.     Other than increasing your skill set, what  
19 -- let me take a step back.

20                 What I am hearing you say is an account  
21 manager is, essentially, a new employee, or an employee  
22 that is not well versed in the technology that Chmura  
23 uses. Is that a fair representation of what an account  
24 manager would be defined as?

25           A.     There are more functions than that, but

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1 those are key functions.

2 Q. So a senior account manager is someone who  
3 has both spent time at Chmura to learn both the product  
4 as well as the technology used to sell the product; is  
5 that fair?

6 A. It is not fair because you are leaving out  
7 the public facings, client facing piece of that, which  
8 put them on the outside of the organization.

9 Q. So an account manager is never allowed to  
10 travel anywhere; is that correct?

11 MS. SIEGMUND: Object to the form of the  
12 question. You can answer.

13 A. It varies by person.

14 Q. Well, even an account manager could leave  
15 the office to do something relating to their sales  
16 position; is that correct?

17 A. I don't understand.

18 Q. I am trying to understand the difference  
19 between an account manager and a senior account  
20 manager.

21 Putting it simply, as simply as you can,  
22 what is the difference between an account manager and a  
23 senior account manager?

24 A. Talent, knowledge, tenure.

25 Q. I'm sorry, what was the last one?

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1 A. Tenure.

2 Q. Okay. Who supervises account managers?

3 A. Sales managers.

4 Q. Who supervises senior account managers?

5 A. Sales managers.

6 Q. Since 2015, who were the account managers  
7 at Chmura, both current and former?

8 A. Are you speaking for one year, 2015?

9 Q. Since 2015. So from 2015 forward, can you  
10 please name the account managers that are either  
11 current employees or former employees of Chmura?

12 A. So there was Rick Lombardo, Huey  
13 Dandee(ph), James Donovan, then there was David  
14 Aultman, Wilson Cox Jennifer Ludvik. Oh, I left out  
15 Austen Steele. And Doug Cey, C-E-Y.

16 Q. In my count, that was eight account  
17 managers since 2015; is that correct?

18 A. I don't know if that's the correct number.  
19 I am speaking from memory.

20 Q. Okay. How many of the ones that you listed  
21 are still currently employed at Chmura?

22 A. Wilson Cox. Oh, I left out the new sales  
23 team. Sorry. Can I go back and add to the other  
24 people?

25 Q. Of course.

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1 A. And do you need the managers names?

2 Q. Let's start with the account managers  
3 first.

4 A. Okay. So there's Stephanie Wiley, Sarah  
5 Manfroni, Anthony Marchetto, and Derrick Reese. I am  
6 not sure if I got Derrick's name right. He is the  
7 latest that's come in.

8 Q. Of the four you just named, who is still  
9 employed at Chmura?

10 A. Of the last four I just named?

11 Q. Yes.

12 A. All of them.

13 Q. Does Chmura currently have any senior  
14 account managers?

15 A. We have one.

16 Q. And who is that?

17 A. Stephanie Wiley.

18 Q. How long has Stephanie Wiley been a senior  
19 account manager?

20 A. She was a senior account manager from  
21 November -- I'm sorry, December until April, at which  
22 time she was put on a performance improvement plan and  
23 demoted back to account manager. So she is not  
24 traveling.

25 Q. So currently -- well, let me take a step

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1 back. In 2019, how many senior account managers did  
2 Chmura have?

3 A. Two.

4 Q. And who were they?

5 A. Mr. Lombardo and Austen Steele.

6 Q. Was -- when did Mr. Lombardo become a  
7 senior account manager?

8 A. On May 18, 2017.

9 Q. When did Mr. Steele, Austen Steele, become  
10 a senior account manager?

11 A. At the same time.

12 Q. When was Mr. Lombardo hired by Chmura?

13 A. February 18, 2015.

14 Q. And what about Mr. Steele?

15 A. In August of the next year.

16 Q. Who -- can you name the sales managers that  
17 have held the sales management position at Chmura since  
18 2015?

19 A. Is that somehow different than the account  
20 managers?

21 Q. You testified earlier that account managers  
22 reported to sales managers.

23 A. Oh, I'm sorry. Yes, correct. I thought  
24 you said sales manager as in managing account.

25 Q. Can you --

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1           A.     So that would be --

2           Q.     I'm sorry. I was just going to repeat my  
3 question, but go ahead.

4           A.     Leslie Peterson, Kyle West, Greg Chmura,  
5 Curtis Monk, Eli Auerbach, and now interim is Dr. Bryan  
6 Shelly.

7           Q.     From what period of time were you a sales  
8 manager?

9           A.     February 2015 until October 2017.

10          Q.     And Mr. West, from what period of time was  
11 he a sales manager?

12          A.     He was -- to the best of my knowledge, he  
13 was there in like -- like nine months, and so he wasn't  
14 there a full year.

15          Q.     And did he start immediately after you  
16 moved to a different position?

17          A.     Do you mind repeating that question?

18          Q.     Did he take on the sales manager role in  
19 concurrence with you taking on a new role in October of  
20 2017?

21          A.     He took on that role because I needed to  
22 move more into marketing and strategy development.

23          Q.     And that was in October of 2017, right?

24          A.     I don't know if I have that exact month  
25 correct. I know we had a conversation in October.

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1 Q. Do you know approximate dates that Greg  
2 Chmura was a sales manager?

3 A. That was around July 8, 2018.

4 Q. And how long was he a sales manager for?

5 A. He was a sales manager until -- let's see.  
6 Let me go back and go through the series of events. So  
7 Kyle came in in October, and then when we got to be to  
8 December, he wanted to go to Italy with his wife. So  
9 he was gone for two months, and then he came back in  
10 May of 2018.

11 At that point, we had to put him on a  
12 different path because he couldn't manage the sales  
13 team from Italy. So that's when Greg took over. So  
14 sometime around January 2018 was Greg.

15 And Greg kept it until Mr. Monk came  
16 because we needed Greg to get more focused on -- we  
17 needed Greg to be more focused on data governance. And  
18 that's when Mr. Monk came in, in, like, October.

19 Q. Was that October of 2018?

20 A. Yes.

21 Q. And how long was Mr. Monk a sales manager  
22 for Chmura?

23 A. He left in February -- February 1st of  
24 2019.

25 Q. And then did Mr. Auerbach -- Eli Auerbach,

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1       when was he a sales manager? When did he start as a  
2       sales manager?

3           A.       He was April 15, 2019.

4           Q.       And when did he move on from the sales  
5       manager position?

6           A.       It was in November of 2019.

7           Q.       Is he currently employed by Chmura?

8           A.       No.

9           Q.       Is Curtis Monk currently employed by  
10      Chmura?

11       A.       No.

12       Q.       Greg Chmura is still employed at Chmura,  
13      correct?

14       A.       Yes. He's a profit interest partner.

15       Q.       Is Mr. West still employed by Mr. Chmura?

16       A.       No, he left April 15th of this year.

17       Q.       And the last one you said, I believe, was  
18      Dr. Bryan Shelly; is that correct?

19       A.       Shelly. S-H.

20       Q.       And is he currently employed at Chmura?

21       A.       He is.

22       Q.       During Mr. Lombardo's employment at Chmura,  
23      of the list of sales managers you just listed, who did  
24      he report to?

25       A.       All of them.

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1 Q. Did he report to Mr. -- Dr. Shelly?

2 A. No.

3 Q. Mr. Lombardo reported to you, correct?

4 A. Yes.

5 Q. And then he reported to Mr. West?

6 A. Yes.

7 Q. And then to Greg Chmura?

8 A. Yes.

9 Q. And then to Mr. Monk?

10 A. Yes.

11 Q. And, finally, to Mr. Auerbach; is that  
12 correct?

13 A. Yes.

14 Q. Other than the sales managers -- let me  
15 rephrase.

16 There were account managers, senior account  
17 managers and sales managers within the sales team,  
18 correct?

19 A. Correct.

20 Q. Were there any other --

21 A. Yes, sales support coordinators.

22 Q. And what did the sales support coordinator  
23 do?

24 A. She is supporting roles for all of the  
25 account managers and senior account managers that

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1 ranged from expediting paperwork, researching industry,  
2 providing support on the license agreements when  
3 needed. She organized some outside bills, listing  
4 tours. So she was our ad man.

5 Q. And you are referring to she. Who is that?

6 A. Samantha Solintics.

7 Q. Is she still employed --

8 A. S-O-L-I-N-T-I-C-S.

9 Q. And is she currently employed by Chmura?

10 A. No, she left at the end of April.

11 Q. Does Chmura currently have a sales support  
12 coordinator?

13 A. We do not.

14 Q. Was she there during the entirety of  
15 Mr. Lombardo's employment?

16 A. No, she was not. She came in after Eli  
17 took over the management role. He hired her.

18 Q. Was there a sales support coordinator hired  
19 prior to Samantha?

20 A. There was a sales, SDR, sales development  
21 person that would -- that could participate in  
22 commissions if they were prospecting and set the demo  
23 up, and then the account manager or senior account  
24 manager took that demo to close, and they got a small  
25 portion of the total commission. We only had one of

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1       those, and he really didn't perform, so we moved away  
2       from that S D R model to the sales --

3           Q.       Who was that? Sorry. Who was that?

4           A.       Josh Jones.

5                   - - - - -

6                   (Short pause off the record.)

7                   - - - - -

8                   MS. COOPER: Back on the record.

9       BY MS. COOPER:

10          Q.       Ms. Petersen, I am going to share my screen  
11       again and move on to the next topic here. I am going  
12       to move down to Topic Number 11. It states, "The  
13       negotiation, drafting and terms of the documents  
14       attached as Exhibit A, the February 3, 2015 letter;  
15       Exhibit B, the Confidentiality, Non-Competition,  
16       Non-Solicitation Agreement; and Exhibit C,  
17       March 28, 2019, Amendment to the Counterclaim."

18                   You were designated as the corporate  
19       representative to testify on this topic; is that your  
20       understanding?

21          A.       It is.

22          Q.       I am going to show you what's been marked  
23       as Defendant's Exhibit E.

24                   - - - - -

25                   (Thereupon, Deposition Exhibit E, Copy

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1                   of Letter Dated 2/3/15 to Richard  
2                   Lombardo, Bates CHMURA000097, was  
3                   marked for purposes of identification.)

4                   - - - - -

5                   MS. COOPER: Heidi, I will send this to you  
6                   as well.

7                   A. (Reviewing.)

8                   Q. Do you recognize this document?

9                   A. I do.

10                  Q. And what is it?

11                  A. It's an offer of employment, a letter.

12                  Q. And it's directed to Mr. Lombardo, correct?

13                  A. Yes.

14                  Q. And if you turn to the second page, is that  
15                  your signature under, Sincerely?

16                  A. Yes.

17                  Q. Is this a true and accurate copy of the  
18                  February 3, 2015 letter to Mr. Lombardo?

19                  A. It appears to be.

20                  Q. If you go back up to Page 1, there is some  
21                  handwriting on this page. Is that your handwriting?

22                  A. No.

23                  Q. Do you know whose handwriting that is?

24                  A. I don't.

25                  Q. Now, if you look at this letter, it says,

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1 "It is our pleasure to detail an offer of employment as  
2 an inside sales representative with Chmura Economics &  
3 Analytics at our Cleveland, Ohio office." Do you see  
4 that at the very top?

5 A. I can.

6 Q. So the offer to Mr. Lombardo, should he  
7 accept, was to be an inside sales representative at  
8 Chmura, correct?

9 A. That was the language that was given to us  
10 by the recruiter.

11 Q. Did -- who prepared this letter?

12 A. The recruiter.

13 Q. The recruiter is -- sorry, go ahead and  
14 finish that.

15 A. It was transferred to our letterhead.

16 Q. This -- was it a recruiter you were working  
17 with?

18 A. No, John was working with Jennifer.

19 Q. But it was a recruiter who was acting on  
20 behalf of Chmura?

21 A. Working on behalf of Mr. Lombardo and  
22 Chmura.

23 Q. Did you retain a recruiter to fill a  
24 certain position?

25 A. We did.

1           Q.     And was the recruiter that you retained the  
2           recruiter who prepared the letter?

3           A.     It is my understanding that that's where  
4           that came from, the details of it.

5           Q.     So your testimony is that a recruiter  
6           decided on Mr. Lombardo's title at Chmura upon hiring?

7           A.     That's my understanding because there was  
8           some forms that came in and they asked about exempt and  
9           non-exempt, and we chose exempt, and Jennifer said,  
10          perfect.

11          Q.     Who is Jennifer?

12          A.     She was the recruiter.

13          Q.     So your testimony is that Chmura let a  
14          recruiter determine what position would be filled; is  
15          that correct?

16          A.     Chmura gave a description of the -- a job  
17          description of the need so that an ad could be placed,  
18          and in that ad, there was the need for a sales  
19          representative. However, before we ever went to the  
20          recruiter, we met with ComDoc, ComDoc in Cleveland, to  
21          get an understanding of how they grew from a very small  
22          start-up LLC to a very large one. So that was our  
23          vision for our sales team, was to start very small and  
24          grow and increase our technology sales.

25                   So we took that model from ComDoc and

1 explained that to Jennifer. And this was John doing  
2 all this. And then from there, the ad was placed and  
3 the information was conveyed back and forth between  
4 Jennifer and John.

5 Q. And when you refer to John, you are  
6 referring to John Chmura?

7 A. Yes, because he was in Cleveland.

8 Q. And in accordance with this offer letter,  
9 Chmura offered Mr. Lombardo an annual base salary plus  
10 commission as the compensation structure, correct?

11 A. Yes, that's the compensation structure that  
12 we took from ComDoc.

13 Q. And you earlier testified that it was a  
14 true and accurate copy of the letter, correct?

15 A. It looks like it.

16 Q. Is there anything about this letter that's  
17 inaccurate?

18 A. Well, I don't know whose handwriting that  
19 is, and there was a typo on there, merit increases.  
20 That was never put in any sales account manager's offer  
21 letter. That was a carry over from somewhere.

22 Q. Can you point me, or read the language that  
23 you are referring to in the letter?

24 A. Certainly. "After three months employment,  
25 you will also be eligible for annual merit increases

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1       upon approved performance by your management." And  
2       that's not in any other account manager's letter.

3           Q.     Did you review this letter before you  
4       signed it?

5           A.     I don't think I did. I think we just had  
6       it done in Cleveland and they got my signature on it.

7           Q.     Do you think this offer -- well, let me  
8       look at the offer. Chmura was offering eight paid  
9       holidays over a typical full calendar year, correct?

10          A.     At that time, it was eight. Now it is 10.

11          Q.     It was 10, but it says 8? Sorry. You said  
12       it was 10 paid holidays; is that correct?

13          A.     It became 10 in 2020. We added another  
14       holiday in 2020.

15          Q.     I am not asking about 2020. I am asking  
16       about what this letter says. You were offering  
17       Mr. Lombardo eight paid holidays, correct?

18          A.     We were offering eight at that time, yes.

19          Q.     And you earlier testified that the  
20       signature on this letter was yours, correct?

21          A.     It is my electronic signature.

22          Q.     So did you electronically sign this  
23       document?

24          A.     I don't remember.

25          Q.     Are you now stating that your signature is

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1 not authentic on this document?

2 A. My signature is authentic on the document.

3 That is my electronic signature.

4 Q. So other than the language that you read  
5 about the opportunity for -- I am looking for it here.  
6 You read from it. So bullet point -- where is the  
7 language that you read that you said was inaccurate?

8 A. "Annual merit increases upon approved  
9 performance by your management." That's not the model  
10 from ComDoc. The model from ComDoc is that your base  
11 will go from 55 to 50 in year two with the  
12 understanding and expectation that your commissions  
13 would more than offset a drop in base.

14 Q. Other than that, is there anything else  
15 inaccurate in that letter? Other than the reference to  
16 annual merit increase, is there anything else  
17 inaccurate in the letter?

18 A. I am reading it.

19 Q. I'm sorry. What else is inaccurate?

20 A. I don't see --

21 THE WITNESS: Keep going down. There is  
22 something else down there.

23 MS. SIEGMUND: (Indicating).

24 A. Nothing else is inaccurate.

25 Q. So Chmura agreed to pay Mr. Lombardo

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1       \$55,000 annual base salary for year one, correct?

2           A.     Correct.

3           Q.     And \$50,000 for year two and forward --  
4       going forward, correct?

5           A.     Correct.

6           Q.     And the commission rate on initial sales  
7       was 15%, correct?

8           A.     This is -- that is -- that was the details  
9       of the offer. The details of how that came about had  
10      to do with transitioning from business development  
11      manager to a sales team. But not all leads were 100%  
12      available. I only took over 15%, but there were just a  
13      few of those.

14          Q.     But this letter states that Mr. Lombardo  
15      would be paid 15% of any initial sales of JobsEQ,  
16      correct?

17          A.     Some of the sales that were handed to Rick  
18      were sales that other people had made --

19          Q.     That's not my -- Ms. Peterson, I'd like you  
20      to answer my question, which is a simple yes or no  
21      question. This letter states that Mr. Lombardo was to  
22      be paid 15% of initial sales as the commission rate on  
23      JobsEQ sales, correct?

24          A.     Correct.

25          Q.     What is your definition of an initial sale?

1 A. Of an initial sale?

2 Q. Yes.

3 A. Where is that term used?

4 Q. Well, that would be 15% of initial sales as  
5 the commission Mr. Lombardo was --

6 A. Oh, I see, yeah, initial sale.

7 Q. What is an initial sale?

8 A. 15% of initial sale means that that client  
9 has been prospected by the account manager, has set up  
10 a demo with the account manager, and did the demo by  
11 themselves and did not have anyone in the room helping  
12 them do that demo. They closed that sale, they did the  
13 paperwork for that sale, they invoiced properly in  
14 Salesforce and invoiced properly with the accounting  
15 department, and they have had four touch points for the  
16 next year in order to qualify for the 10% renewal.

17 Q. Was that written in any documentation  
18 provided to Mr. Lombardo?

19 A. Yes.

20 Q. What documentation?

21 A. It's in an email in March.

22 Q. Ms. Petersen, you said it was documented in  
23 March. March of what year?

24 A. 2015.

25 Q. March --

1           A.     Rick was still in training.

2           Q.     What written document exists defining that  
3 -- defining initial sale as you did?

4           A.     It's in a written document to Rick Lombardo  
5 and James Donovan transitioning from Rob McMillin, who  
6 was business development, to the new sales team that we  
7 were just setting up. So we had to think about this as  
8 a start-up.

9           Q.     Was that document produced in Discovery?

10          A.     I did not do Discovery. Sharon put all  
11 that together.

12               MS. COOPER: Can we get a copy of that as I  
13 think it goes directly to calculating commissions?

14               MS. SIEGMUND: Yes, and I will tell you,  
15 not to -- but we learned about that yesterday. So we  
16 will certainly get you a copy.

17               MS. COOPER: Thank you.

18          Q.     And according to this document,  
19 Mr. Lombardo was to be paid 3% of annual renewals,  
20 correct?

21          A.     Yes.

22          Q.     The document you referenced in March, did  
23 Mr. Lombardo sign that document?

24          A.     We didn't typically have employees sign  
25 documents. Our policies do not require that you sign

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1 them, except for the employee handbook. And the  
2 policies are not in the employee handbook.

3 Q. So is it your position that Chmura can  
4 change the compensation structure at any point on its  
5 own accord?

6 A. We can.

7 Q. What gives you the right -- what gives  
8 Chmura the right to change the compensation structure?

9 MS. SIEGMUND: Object to the form of the  
10 question. You can answer.

11 A. A business ebbs and flows, and employees  
12 come and go. And if we don't take the steps of  
13 prospecting, setting up demos, doing demos, closing the  
14 sale, executing appropriate paperwork in a manner  
15 that's not sloppy, and working within that process, you  
16 don't get the 15%. You have to earn it. And so in  
17 some situations, the level of effort they put into a  
18 renewal might be the same level of effort that was put  
19 into a new sale, simply because those steps were not  
20 completed.

21 Q. So even though the renewal would go  
22 through, what you are saying is, Chmura wouldn't pay  
23 for that, wouldn't pay the account manager for that  
24 renewal because it didn't like the way the renewal was  
25 handled; is that correct?

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1           A.     No, that's not what I'm saying.

2           Q.     Well, can you repeat what you were saying  
3 and -- help me understand what you were saying.

4           A.     I'm trying to help you understand the  
5 difference between an initial sale and the steps that  
6 are involved in the initial sale as compared to 3%  
7 renewal. And the steps are very discreet. And if you  
8 don't complete all the steps for the initial sale, then  
9 we look at the level of effort that it does equate to,  
10 and that's how -- and doesn't last long, it should be  
11 two or three months.

12          Q.     What might be two or three months?

13          A.     These warm leads that somebody else did the  
14 demos, was somebody else's investment in -- the  
15 intellectual investment in doing the demo and  
16 proficiency was not done by that -- particularly people  
17 that were in training that just inherited other  
18 people's work.

19          Q.     So if there was a lead that was two or  
20 three months old, but you closed the deal on that, that  
21 sale -- that account manager wouldn't get the 15%  
22 commission, correct?

23          A.     I don't understand how you're articulating  
24 that. Two or three months' deal? That's not what I --  
25 not what I just articulated. You have to prospect --

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1 Q. Well --

2 A. -- demo, schedule the demo, do the demo  
3 yourself. You can't have Rick or Chmura do your demo  
4 for you. And then you have -- those are the steps that  
5 merit on an initial sale.

6 Q. Okay. So you get 15% for that initial  
7 sale. How do you earn the 3% for annual renewal?

8 A. You have to have quarterly touch points  
9 with each account, client. You have to, 60 days out,  
10 complete a customer satisfaction survey, and that's how  
11 you earn that renewal. It is called, retention.

12 Q. I am going to show you what's been marked  
13 Defendant's Exhibit L.

14 - - - - -

15 (Thereupon, Deposition Exhibit L, Copy  
16 of Email Chain from Richard Lombardo,  
17 Bates CHMURA 0070222 - 223, was marked  
18 for purposes of identification.)

19 - - - - -

20 Q. If you could, take a look at this document.

21 A. (Reviewing.) Yeah.

22 Q. Do you recognize this document?

23 A. Yes.

24 Q. What is it?

25 A. It's communications between when Rick

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1       started. Chris turned over some leads to him in which  
2       he had given demos.

3           Q. And you are copied on this -- well, you  
4       communicate through this email chain, correct?

5           A. I do.

6           Q. And is it a true and accurate copy of the  
7       emails going back and forth in May of 2015?

8           A. Looks like it.

9           Q. Now, the leads that are referenced in this  
10      email that were provided to Mr. Lombardo, how old were  
11      those leads?

12          A. So I am trying to see where the Park City  
13      Conference was. I think August.

14          Q. I'll point you to, labeled at the bottom,  
15      the very first page, Chmura 0070222. If you look at  
16      your first email there. If you would read through  
17      that.

18          A. Rick's email or mine?

19          Q. Yours. Yours to Mr. Lombardo.

20           THE WITNESS: I don't know which one she --

21           MS. SIEGMUND: Christine, are you referring  
22      to this one (indicating), the one I put on the screen  
23      here, or the older one?

24           MS. COOPER: Yeah, yeah, that one. The one  
25      you have on right now.

1 A. (Reviewing).

2 Q. Does that refresh your recollection of when  
3 that contact was made between Chris --

4 A. Yes.

5 Q. When was that?

6 A. The Park City Conference in 2014, I  
7 believe, was in August.

8 Q. So as I read this email, it looks like you  
9 were stating that the August 2014 contact would still  
10 be a warm lead in May of 2015; is that correct?

11 A. Because we followed up with this particular  
12 client -- potential client at IEDC, which would have  
13 been in October of 2014. Rob McMillin, our business  
14 development person, gave her a demo, but did not -- he  
15 did not document and use Salesforce correctly, which  
16 is -- that was a problem when Rick joined because the  
17 information that he had in there was incomplete. And  
18 so I think she had three demos from us before she had  
19 any contact with Rick. And we had --

20 Q. And -- I'm sorry. Go ahead.

21 A. We were helping her talk to her boss, our  
22 board, to get payment.

23 Q. Do you have any documentation showing those  
24 contacts?

25 A. Showing her the contract; is that what you

1 said?

2 Q. No. Do you have any documentation showing  
3 the date of those demos that you just mentioned?

4 A. Yes, I am sure Chris has that on her sheet.

5 Q. On what sheet?

6 A. The one that she emailed to Rick.

7 Q. What sheet did she email to Rick? Can you  
8 be more specific?

9 A. Rob McMillin was not using Salesforce  
10 correctly, or at all, and he was at conferences with  
11 Chris, and this particular client had been shown JobsEQ  
12 three times. Rob was working with her, and it  
13 sometimes takes, as Rick can tell you, up to a year to  
14 get funding before you can purchase something. The  
15 cycle times are pretty long for government entities to  
16 be able to purchase, and that was the situation.

17 Q. The Salesforce does not reflect any of this  
18 information you are testifying to right now; is that  
19 correct?

20 A. No, that particular individual, who is no  
21 longer with us, refused to use Salesforce.

22 Q. Going back to Exhibit E for a moment. In  
23 the offer letter, it states that Mr. Lombardo's quota  
24 was three sales per month. Do you see that, after the  
25 three month ramp-up period, correct?

1           A.       Yes.

2           Q.       Did Mr. Lombardo make his quota each month?

3           A.       Mr. Lombardo started making quota in his  
4 fifth month.

5           Q.       Did you -- sorry, hard to hear numbers on  
6 the computer. Did you say fifth, F-I-F-T-H?

7           A.       Yes, I did.

8           Q.       And do you have documentation to show that  
9 he did not start hitting quota until the fifth month of  
10 employment?

11          A.       It's in Salesforce, but I don't have it  
12 with me today.

13          Q.       Were those documents produced in Discovery?  
14                   So did you answer? Were they produced in  
15 Discovery?

16          A.       I didn't do those documents. I didn't  
17 produce the documents in Salesforce. Somebody else did  
18 that, so I really don't know.

19          Q.       But if I were to -- documents that I would  
20 need to verify your testimony would be found within  
21 Salesforce; is that correct?

22          A.       It should be.

23          Q.       If you turn to Page 2, I will scroll down  
24 quickly there. Mr. Lombardo signed this offer as well,  
25 correct?

1 A. Yes.

2 Q. And do you recognize his signature?

3 A. No.

4 Q. So you don't know whether the signature on  
5 this document is his or not?

6 A. Well, it says it is. I mean, I can kind of  
7 read the -- read it. I have no reason to believe it is  
8 not.

9 Q. Okay. I want to move on to Deposition  
10 Exhibit -- Defendant's Deposition Exhibit F.

11 - - - - -

12 (Thereupon, Deposition Exhibit F, Copy  
13 of Confidentiality, Non-Competition &  
14 Non-Solicitation Agreement, was marked  
15 for purposes of identification.)

16 - - - - -

17 A. (Reviewing.)

18 Q. Do you recognize this document?

19 A. Yes.

20 Q. What is it?

21 A. Our employee agreement.

22 Q. And is that your signature on the sixth  
23 page that you have up here of Exhibit F?

24 A. Yes.

25 Q. Did you sign this document?

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1 A. Yes.

2 Q. Let's scroll all the way back to the top.

3 You can do it, or I can do it.

4 MS. SIEGMUND: I think it is faster if you  
5 do it. We have a little bit of a lag.

6 MS. COOPER: Okay.

7 Q. Having reviewed it, is this a true and  
8 accurate copy of this agreement?

9 A. It looks like it.

10 Q. And it's titled, Confidentiality,  
11 Non-Competition and Non-Solicitation Agreement; is that  
12 correct?

13 A. Yes.

14 Q. And you referred to it as an employment  
15 agreement. Can you explain why you call it an  
16 employment agreement?

17 A. It is an internal term we use to describe  
18 the document so we don't have to say Confidential,  
19 Non-Competition and Non-Solicitation Agreement. That's  
20 very long.

21 Q. Who prepared this agreement?

22 A. McGuire Woods.

23 Q. I want to go through the terms -- a few of  
24 the terms of this agreement with you. If you page just  
25 down a little bit -- I will page down here for you, the

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1 Confidential Section, Section 1, do you see that?

2 A. Yes, I do.

3 Q. According to the terms of Section 1,  
4 "Employee", who is Mr. Lombardo, correct?

5 A. Correct.

6 Q. "Shall not, during the term of his/her  
7 employment, and thereafter, regardless of the reason  
8 for his/her termination, reveal or disclose to any  
9 person outside of the company, or use for his/her own  
10 benefit or the benefit of any other person or entity,  
11 any confidential or proprietary information concerning  
12 the business or affairs of the company, or concerning  
13 the company's customers, clients or employees."

14 Do you see that?

15 A. Yes.

16 Q. And, company, is Chmura, correct?

17 A. Yes.

18 Q. This Section 1 requires Mr. Lombardo to  
19 keep what is defined as confidential and proprietary  
20 information, confidential indefinitely; is that  
21 correct?

22 A. Yes.

23 Q. And if you flip to the next page here, it  
24 says, "Confidential and Proprietary" at the top.  
25 "Confidential and proprietary information does not

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1 include information already available to the public  
2 through no act of employee, nor does it include salary,  
3 bonus or other personnel information specific to the  
4 employee." Do you see that?

5 A. Yes.

6 Q. So would you agree with me that this carves  
7 out compensation information and personnel information  
8 pertaining to Mr. Lombardo?

9 A. Yes.

10 Q. In your amended -- in Chmura's Amended  
11 Complaint, Chmura alleges that Mr. Lombardo -- let me  
12 pull up the complaint here.

13 I am going to show you what's been marked  
14 as Defendant's Deposition Exhibit D.

15 - - - - -  
16 (Thereupon, Deposition Exhibit D, Copy  
17 of First Amended Complaint, was marked  
18 for purposes of identification.)  
19 - - - - -

20 Q. You can go ahead and take a look at that.

21 A. (Reviewing.)

22 Q. Do you recognize that document?

23 A. Yes.

24 Q. What is it?

25 A. It's the Complaint.

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1           Q.     And this is the Complaint that Chmura filed  
2     -- it is the First Amended Complaint that Chmura filed  
3     against Mr. Lombardo, correct?

4           A.     Correct.

5           Q.     And in this Complaint, Mr. -- I'm sorry --  
6     Chmura alleges that Mr. Lombardo retained certain  
7     confidential information in violation of Exhibit F,  
8     what you refer to as the employee agreement, correct?

9           A.     Correct.

10          Q.     What confidential information do you allege  
11     Mr. Lombardo retained?

12                 MS. SIEGMUND: And just to jump in quickly.  
13     I know that Dr. Chmura has been designated on all of  
14     the trade secrets and so forth that Mr. Lombardo  
15     retained. Of course, you are welcome to ask her about  
16     this in her professional capacity, but just wanted to  
17     clarify.

18                 You can answer the question.

19          A.     I am not sure what it was. It was about  
20     the last topic.

21          Q.     What information do you purport -- sorry.  
22     What confidential and proprietary information is it  
23     that you purport Mr. Lombardo retained?

24          A.     Prospects and client information from two  
25     conferences that would constitute prospects and

1 renewals.

2 Q. To your knowledge, did Mr. Lombardo -- let  
3 me take a step back. Is there any other confidential  
4 information, to your knowledge, that is at issue in  
5 this case?

6 A. I don't know what's on it. I haven't seen  
7 it.

8 Q. What's on what?

9 A. The laptop.

10 Q. To your knowledge, did Mr. Lombardo --  
11 well, let me ask a different question first. What are  
12 the two conferences you refer to with respect to the  
13 prospects and clients information?

14 A. I'm a couple of steps removed, but I  
15 believe it was the Texas Economic Development  
16 Conference, and the International Economic Development  
17 Conference in Indianapolis.

18 Q. As you sit here today, are you aware of any  
19 confidential information that Mr. Lombardo revealed or  
20 disclosed to anyone?

21 A. I would have to know who the anyone was.

22 Q. As you sit here today, are you aware -- I'm  
23 sorry. As you sit here today, are you aware of any  
24 confidential information that Mr. Lombardo revealed or  
25 disclosed to anyone in the world?

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1                   MS. SIEGMUND: Objection to the form of the  
2 question. You can answer.

3                   A. Sorry did you end that with, "the world?"

4                   Q. Yes.

5                   A. I don't know how to answer that question.

6                   Q. Are you aware of any confidential  
7 information that Mr. Lombardo revealed or disclosed at  
8 any point in time?

9                   MS. SIEGMUND: Same objection. You can  
10 answer.

11                  A. Mr. Lombardo operates out of a different  
12 location than I do, and I wasn't at either one of those  
13 conferences. I'm sometimes at conferences sharing a  
14 booth with him, but I wasn't at either one of those  
15 conferences, so at this time, no.

16                  Q. After Mr. Lombardo's position, or his  
17 employment was terminated, are you aware of any  
18 confidential information that Mr. Lombardo revealed or  
19 disclosed to anyone?

20                  A. No.

21                  Q. Are you aware of any confidential  
22 information that Mr. Lombardo used for his own benefit  
23 after his termination?

24                  A. I'm aware of some data that Mr. Lombardo  
25 has possession of that may have been used to solicit

1 employment.

2 Q. What data is that?

3 A. Data from JobsEQ.

4 Q. What type of data from JobsEQ?

5 A. JobsEQ is a collection of charts, graphs,  
6 tables, information that is in some graphic way  
7 presented about the data -- underlying data. And what  
8 I saw was extracts of the data and applications for  
9 them.

10 Q. Do you know for certain that Mr. Lombardo  
11 has that information?

12 A. I have no reason to suspect that he  
13 doesn't.

14 Q. And what specific information are you  
15 referring to? You cast a broad category, but is it a  
16 specific document you are referring to?

17 A. What I was shown was a document.

18 Q. I'm sorry. Can you say that again?

19 A. A document that represents an extract of  
20 data from JobsEQ.

21 Q. What specific data did that extract have?

22 A. I did not memorize what the data was. I  
23 see it all the time. I recognize it as JobsEQ output.

24 Q. When did Mr. Lombardo come into possession  
25 of this data, or this document?

1           A.     I wasn't involved in the forensic analysis  
2 of that, so I can't give you a date.

3           Q.     Are you aware of any confidential  
4 information that Mr. Lombardo used for the benefit of  
5 another after his termination?

6           MS. SIEGMUND: Objection to the form of the  
7 question. You can answer.

8           A.     I don't know. No, I'm not aware.

9           Q.     Going back to the JobsEQ data that you  
10 referred to just a moment ago, is the data itself  
11 confidential?

12          A.     Yes, our data are confidential.

13          Q.     Has the document that you are referring to  
14 been produced?

15          A.     Yes.

16          Q.     And what format was the JobsEQ document you  
17 are referring to?

18          A.     A scan I believe. I didn't pay attention  
19 to the format when I saw it.

20          Q.     Was it an Excel spreadsheet?

21          A.     No.

22          Q.     Was it a chart?

23          A.     It had charts, graphs, and tables.

24          Q.     So you don't remember what specific  
25 information was contained within that document,

1 correct?

2 A. I didn't spend much time with that  
3 document. I just recognized it as JobsEQ.

4 Q. I want to go back to Exhibit F and go --  
5 page down to Section 3. Section 3 is, "Covenants Not  
6 to Compete or Interfere," do you see that?

7 A. Yes.

8 Q. And I want to go through each one of these  
9 subsections.

10 The first one, 3a, says that, "Employees  
11 shall not own or acquire an interest in or participate  
12 in the management or control of any entity that  
13 competes against the company by engaging in the  
14 company's business in geographic areas in which the  
15 company does business." Do you see that?

16 A. I do.

17 Q. Are you aware of -- let me rephrase that.  
18 To your knowledge, did Mr. Lombardo -- has Mr. Lombardo  
19 owned or currently owned or acquired an interest in or  
20 participated in the management or control of any entity  
21 that competes against the company by engaging in the  
22 company's business in geographic areas in which the  
23 company does business?

24 A. What is "interest in"? How do you define  
25 interest?

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1 Q. Well, this is a document you signed,  
2 correct?

3 A. I'm not understanding the question. I'm  
4 sorry.

5 Q. Well, you see the language on this page,  
6 right? It says that an "Employee shall not own or  
7 acquire an interest in or participate in a management  
8 or control of any entity that competes against the  
9 company by engaging in the company's business in  
10 geographic areas in which the company does business,"  
11 correct?

12 A. Correct.

13 Q. What does "interest" in that sentence mean  
14 to you?

15 A. Employed.

16 Q. Okay. Are you aware or do you have any --  
17 let me rephrase.

18 To your knowledge, is Mr. Lombardo -- well,  
19 I want to step back. You say "employed." So you think  
20 interest means employed? That's your understanding of  
21 what interest in this paragraph means?

22 MS. SIEGMUND: Object to the form of the  
23 question. You can answer.

24 A. I probably don't know exactly what it  
25 means. I am not an attorney. I didn't write it.

1           Q.     Well, you -- let's take a step back. You  
2 own an interest in Chmura, correct?

3           A.     Well, that has a tangible stock associated  
4 with it.

5           Q.     Okay. Well, assume -- well no, I don't  
6 want you to assume anything.

7                   Do you have any reason to believe  
8 Mr. Lombardo owns a company that competes against  
9 Chmura?

10          A.     No, I don't.

11          Q.     Do you have any reason to believe that  
12 Mr. Lombardo owns a part of a company that competes  
13 with Chmura?

14          A.     No.

15          Q.     Moving on to Section B under 3, Section 3b.  
16 "The employee shall not directly or indirectly perform,  
17 whether as an employee, independent contractor,  
18 consultant, agent or owner, the same, similar or  
19 substantially similar job duties or services as she/he  
20 performed for the company on the date of his/her  
21 termination or within the one year period preceding  
22 date of his/her termination, for or on behalf of any  
23 person or entity that engages in the company's business  
24 in any geographic areas serviced by employee or in  
25 which employee provided goods or services on behalf of

1 the company during his/her employment with the  
2 company." Do you see that?

3 A. I see it.

4 Q. Do you have any reason to believe  
5 Mr. Lombardo is in violation of Section 3b as I just  
6 read it?

7 A. I don't know what Mr. Lombardo is doing.

8 Q. Do you have any basis for believing that he  
9 is employed by a competitor of Chmura?

10 A. I wouldn't know. I know what his LinkedIn  
11 said. It wasn't a competitor.

12 Q. Did you say it wasn't a competitor?

13 A. No, not to my knowledge.

14 Q. Do you have -- look at Section 3c. Do you  
15 have any basis for asserting that Mr. Lombardo  
16 solicited or attempted to solicit for purposes of  
17 providing products or services that are the same or  
18 substantially similar to the company's business, any  
19 individual or entity to whom Mr. Lombardo provided  
20 products or services at any time during the period of  
21 his/her employment with the company -- I'm sorry --  
22 with his employment with the company?

23 MS. SIEGMUND: Object to the form of the  
24 question. You can answer.

25 A. I don't know how to answer that because it

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1 sounds like three questions to me. Is that one  
2 question?

3 Q. I'll break it down. That was a fair  
4 comment. Absolutely fair comment.

5 Do you have any basis for asserting that  
6 Mr. Lombardo has solicited any of Chmura's customers  
7 after his termination?

8 A. Not after.

9 Q. Did Mr. Lombardo solicit customers outside  
10 of his job responsibilities during his employment?

11 A. Yes.

12 Q. Who did he solicit while he was employed?

13 A. GIS Web Tech.

14 Q. And what is GIS Web Tech?

15 A. GIS Web Tech is a provider of -- it's  
16 geolocation maps for regions that want to promote their  
17 buildings in Skype. And more and more of the location  
18 providers are wanting to put labor data in the  
19 shapefiles, or in the layers of their maps, and GIS Web  
20 Tech is the first provider of those web services  
21 through our client at South Carolina Power, and that's  
22 how we met them.

23 Q. Why do you purport -- what product or  
24 services that are the same or substantially similar to  
25 Chmura's was Mr. Lombardo attempting to sell to GIS?

1           A.       Himself.  He was attempting to get a job  
2 there.

3           Q.       I am going to have you take a look at  
4 Section C, read through Section C.  I will give you a  
5 moment.

6           A.       (Reviewing.)

7           Q.       Just tell me when you are done.

8           A.       That's a very -- I need to unpack that.  
9 That's a very dense paragraph.

10          Q.       Well, you were designated to testify as to  
11 the terms of this agreement, correct?

12          A.       I was, but, you know, I am not sure what  
13 you are asking of me.

14          Q.       What I am asking you is how was  
15 Mr. Lombardo -- how was Mr. Lombardo seeking employment  
16 at GIS a violation of Section 3c of the agreement?

17          A.       It did not.  That's not.  That's services,  
18 through product.  That's not employment.

19          Q.       Do you have any basis for asserting that  
20 Mr. Lombardo -- and I will start one at a time, so we  
21 are not packing so much in.

22                  Do you have any basis for asserting  
23 Mr. Lombardo directly or indirectly diverted -- take a  
24 look at D while I read through it as well, and we'll  
25 work through this one together.

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1 A. (Reviewing.)

2 Q. Just let me know when you are done.

3 A. I am finished.

4 Q. Do you have any basis for asserting that  
5 Mr. Lombardo diverted Chmura's business away from  
6 Chmura?

7 MS. SIEGMUND: Objection to the form of the  
8 question. You can answer.

9 A. So suppliers, licensors, licensees,  
10 business relations, there is a lot of damage done  
11 between Chmura and GIS Web Tech. That did divert --

12 Q. How did it -- okay, so walk back on that.  
13 So Mr. Lombardo applying to GIS, how did that violate  
14 Section D of Exhibit F -- Section 3d of Exhibit F?

15 MS. SIEGMUND: Object to the form of the  
16 question. You can answer.

17 A. That's a how question and not a what  
18 question?

19 Q. Yes, how did Mr. Lombardo's application, or  
20 applying for a position at GIS violate Section 3d of  
21 Exhibit F?

22 A. So we were planning a longstanding  
23 relationship with GIS Web Tech in this industry that  
24 could lead to, and we had planned for leading to,  
25 sales. And because of the damage that occurred when

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1       GIS Web Tech offered him a job and the way that we  
2       found out about that caused us a lot of damage and  
3       trust between Chmura and GIS Web Tech, damaging future  
4       business relationships.

5           Q.       What -- did you have conversations with GIS  
6       regarding Mr. Lombardo's potential employment at GIS?

7           A.       I did.

8           Q.       What were those conversations?

9           A.       We were presented with a falsified offer  
10      letter at Mr. Lombardo's review that -- excuse me? Did  
11      somebody object?

12          Q.       No. Continue.

13          A.       Because the fonts were different, and it  
14      was obvious that it was a small company that we knew  
15      pretty well who it was, so I did move forward to find  
16      out if they are the company that offered this letter to  
17      Rick, and they confirmed they were.

18          Q.       Okay. How was -- how did that -- how did  
19      Mr. Lombardo applying, or how did Mr. Lombardo being  
20      considered for employment by GIS affect Chmura?

21           MS. SIEGMUND: Object to the form of the  
22      question. You can answer.

23          A.       So GIS Web Tech, and like all these other  
24      map providers, want to get to your clients. They want  
25      to leverage their relationship with you to get to your

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1 clients, then they don't have to have as many inside  
2 salespeople. So we are not going to hand out our  
3 client list to these people. Rick had intimate  
4 knowledge of where to take GIS Web Tech in this  
5 industry. And that caused damages between GIS Web Tech  
6 and Chmura.

7 Q. So Mr. Lombardo -- but what I am hearing  
8 you testify is that Mr. Lombardo, by seeking a position  
9 at GIS, damaged Chmura?

10 A. I believe the way it was explained to me is  
11 that GIS Web Tech was seeking a position for Rick  
12 within their organization.

13 Q. So GIS solicited Mr. Lombardo for  
14 employment; is that correct?

15 A. That's my understanding of what happened  
16 over a dinner conversation. But the offer letter, as  
17 we discussed today, is very important in determining  
18 the reality of the facts. And the offer letter was  
19 doctored and changed, which made us not trust Rick or  
20 GIS Web Tech. Those are damages.

21 Q. Well, you could have continued to do work  
22 with GIS, correct? Sorry. Chmura could have continued  
23 to do work with GIS, correct?

24 A. We have not wanted to move forward with  
25 them since that happened, and so the communication is

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1 strained, not going where it was supposed to go before  
2 this incident.

3 Q. Is GIS a current client of Chmura's?

4 A. This is an interesting sort of  
5 intergrained[sic] situation, if you can let me explain  
6 it. Maybe this would help you understand.

7 So in this situation, GIS Web Tech was a  
8 client to South Carolina Power who was a client to  
9 Chmura. But in order for GIS Web Tech to get its  
10 business revenues of South Carolina Power, we had to  
11 send our data to GIS Web Tech, which means we had a  
12 binding relationship with them that they could not do  
13 anything else with our data.

14 So we had a contractual relationship. The  
15 flow of money, it's more like an Evergreen. It flows  
16 through the client to Chmura, and data flows from  
17 Chmura to GIS Web Tech. It is complicated.

18 Q. But Chmura ultimately decided -- let me  
19 rephrase that.

20 GIS has not decided not to do business with  
21 Chmura, correct?

22 A. GIS continues to want to do business with  
23 Chmura. Chmura does not feel that they can trust GIS  
24 Web Tech to do that.

25 Q. So Chmura is making the choice not to work

1       with GIS Web Tech; is that correct?

2                   MS. SIEGMUND: Object to the form of the  
3 question. You can answer.

4                   A. It's in a situation of trying to repair the  
5 relationship, so we are not moving forward.

6                   Q. But the repair, if I understand your  
7 testimony, has to occur on GIS' end, not on Chmura's  
8 end; is that correct?

9                   MS. SIEGMUND: Object to the form of the  
10 question.

11                  A. No, that is not correct.

12                  Q. Other than the strained relationship  
13 between GIS and Chmura, are you contending that there  
14 are any other violations of Section 3d of Exhibit F?

15                  A. I am not.

16                  Q. Moving on to Section 3e. Do you have any  
17 basis for asserting that Mr. Lombardo directly or  
18 indirectly on behalf of himself or any other person or  
19 entity, recruited, solicited or hired any employee of  
20 the company? Of Chmura?

21                  A. He was not hiring. He was not in a  
22 position to hire anyone, so, no.

23                  Q. Okay. Do you have any basis for asserting  
24 that Mr. Lombardo violated Section 3e of Exhibit F in  
25 any manner?

1           A.     I do.

2           Q.     What is your basis for believing that a  
3 violation occurred?

4           A.     So we hired a person in Ohio, and the last  
5 name is not popping out right now, his name is Henry.  
6 And we noticed that Henry was not making any progress  
7 at all in his outreach to prospective clients. And  
8 when we had a confidential conversation with him about  
9 that, he said, When I got here, Rick said that he would  
10 have the rest of the country locked down in a year and  
11 he was wasting his time being there. So he was totally  
12 demoted by what Rick had said, and we lost that  
13 employee.

14          Q.     Can you explain to me how that is a  
15 violation of Section 3e of Exhibit F?

16          A.     He induced or encouraged any employer to  
17 terminate their employment. That's exactly what he  
18 did. He said, you are not going to make it here, I am  
19 going to have everything locked down.

20          Q.     Did this Henry, whose last name we don't  
21 know, was he -- how was he terminated? How --

22          A.     What --

23          Q.     Let me -- did Chmura fire Mr. Henry,  
24 whatever his last name might be?

25          A.     Yes.

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1           Q.     So Henry did not voluntarily leave  
2 employment?

3           A.     No.

4           Q.     And did Henry -- was he solicited to go to  
5 anyone -- to a competitor of Chmura?

6           A.     I don't know where Henry is. I didn't keep  
7 up with him.

8           Q.     I want to turn your attention to Exhibit G.  
9                        - - - - -

10                  (Thereupon, Deposition Exhibit G, Copy  
11                      of Letter Dated 3/28/2019 to Mr.  
12                      Lombardo, was marked for purposes of  
13                      identification.)  
14                        - - - - -

15                  A.     (Reviewing.)

16                  Q.     Do you recognize this document?

17                  A.     I do.

18                  Q.     What is it?

19                  A.     It's an amendment to his original offer  
20 letter.

21                  Q.     Is that your signature on this letter?

22                  A.     Yes, it is.

23                  Q.     Is it a true and accurate copy of the  
24 amendment?

25                  A.     Looks like it.

1 Q. Was Mr. Lombardo provided anything in  
2 return for signing this agreement?

3 MS. SIEGMUND: Object to the form of the  
4 question. You can answer.

5 A. I don't understand the question.

6 Q. Was Mr. Lombardo provided anything in  
7 return for signing this amendment?

8 MS. SIEGMUND: Same objection. You can  
9 answer.

10 A. I don't know what you are looking for. He  
11 had a cost of living increase rather than a merit  
12 increase. That may be what you are looking for.

13 Q. How much was the cost of living increase?

14 A. It varied by COLA and the cost of living in  
15 2019. I don't know what it was.

16 Q. Was it a one time cost of living increase?

17 A. It was going to be a cost of living  
18 increase going forward.

19 Q. Does this letter make any reference to cost  
20 of living increase?

21 A. It doesn't.

22 Q. This letter states that, "The reference to  
23 annual merit increases is hereby deleted," do you see  
24 that?

25 A. Yes. That was a point of contention.

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1           Q.     And that's referring to annual merit  
2 increases that was set forth in Exhibit E, correct?

3           A.     Yes.

4           Q.     And it states, "All other terms and  
5 conditions of the offer letter remain unchanged." Do  
6 you see that?

7           A.     I do.

8           Q.     And Mr. Lombardo would still be entitled to  
9 15% in commission on initial sales, correct?

10          A.     A company cannot lock themselves into a  
11 situation where they cannot adjust to changes in  
12 business climate, so I cannot say that I agree with  
13 that.

14          Q.     Well, this states, "All other terms and  
15 conditions of the offer letter remain unchanged,"  
16 correct?

17          A.     At that time, they did.

18          Q.     And the term of the offer, Exhibit E, was a  
19 15% commission on initial sales, correct?

20          A.     Correct.

21          Q.     And a 3% commission on annual renewals,  
22 correct?

23          A.     Correct.

24          Q.     And this letter is dated March 28, 2019,  
25 Exhibit G -- let me get back to it. Exhibit G is dated

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1 March 28, 2019, correct?

2 A. Correct.

3 Q. This letter also -- or this amendment also  
4 clarifies, according to the language, it says, clarify  
5 -- "In addition, Chmura, would like to clarify that  
6 commissions become payable once Chmura receives the  
7 payment on the sale." Do you see that?

8 A. Yes, ma'am.

9 Q. How was payment be made prior to this  
10 amendment?

11 A. In real time.

12 Q. What does that mean?

13 A. If it closed in April, the commissions were  
14 paid out in May whether we had payment from the client  
15 or not. The precedent for changing that was we had  
16 turnover, and when we had turnover and it was paid in  
17 realtime, the client did not pay, so we had no recourse  
18 to get that commission back.

19 Q. How did this affect multi-year deals, this  
20 amendment?

21 MS. SIEGMUND: Object to the form of the  
22 question. You can answer.

23 A. Multi-year deals is one of the areas the  
24 account managers and senior account managers had the  
25 most flexibility to negotiate on their own. Multi-year

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1 deals are always 15% on year one. Years 2 and 3 are  
2 treated as renewals because you have those touch points  
3 to retain that client. Even though it is a three-year  
4 deal, you still have to go through the process of the  
5 four touch points, the customer satisfaction survey, to  
6 earn your commission.

7 Q. Now, you say in a multi-year deal, account  
8 managers and senior account managers have the most, I  
9 am not sure what word you used, ability to negotiate on  
10 their own. What did you mean by that?

11 A. Rick had the ability to take 30% off of a  
12 list price, and he was empowered to do that knowing  
13 that we trusted him not to go there immediately, but to  
14 ratchet it down until that was as low as he could go.

15 Q. At what point in his employment with Chmura  
16 did Mr. Lombardo, according to you, attain the ability  
17 to give that discount?

18 A. I don't know, but by that point, I wasn't  
19 in there every day. The day-to-day tasks, I wasn't in  
20 there. I just know it happened.

21 Q. Who gave him permission to do that?

22 A. SEA Group.

23 Q. I'm sorry, can you say that again?

24 A. SEA Group, S E A, Strategic Enterprise  
25 Advisers. That's a group within Chmura. It's senior

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1 leadership.

2 Q. So what is your basis for your statement  
3 that Mr. Lombardo was permitted to give a 30% discount?

4 MS. SIEGMUND: Object to the form of the  
5 question. You can answer.

6 A. Because he was our top performer. He was  
7 our no-huddle quarterback. He was very good.  
8 No-huddle quarterback, like Peyton Manning.

9 Q. Got it.

10 A. Omaha. That was Rick. He is very good at  
11 what he does, so we wanted to give him that much  
12 freedom.

13 Q. And you don't recall when he was given that  
14 authority or permission?

15 A. Not at this time.

16 Q. What's the source of your knowledge that he  
17 could give a 30% discount?

18 A. The pricing matrix, the requests of SEA  
19 Group to allow that -- and Rick generally maintained  
20 the commission documents, terms of prices. So it might  
21 have happened under his watch.

22 Q. So did Mr. Lombardo have a different  
23 pricing matrix than the other account managers or the  
24 senior account managers?

25 A. They all had the same -- they all had the

1 same -- no.

2 MS. SIEGMUND: Make sure you let her  
3 finish.

4 Q. Are you finished?

5 A. I did.

6 Q. Was the 30% discount, the authority -- or,  
7 sorry. Was Mr. Lombardo's ability to give a 30%  
8 discount ever put in writing?

9 A. It's in the pricing matrix, I think.

10 Q. Did Chmura produce the pricing matrix or  
11 matrices?

12 A. Yes.

13 Q. How was the pricing matrix stored?

14 A. On Onstage. It's a project collaborative  
15 tool.

16 Q. To your knowledge, was Onstage searched for  
17 the discovery production in this case?

18 A. I don't know about anything to do with  
19 Discovery.

20 Q. So do you know for certain that the pricing  
21 matrix was produced?

22 A. I don't.

23 Q. Do you know for certain that 30% discount  
24 is noted on the pricing matrix?

25 A. I don't, but I am assuming that's where it

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1       is because that's where discounts were always stored.

2           Q.     You said that Mr. Lombardo was the only one  
3        who could give that discount, correct?

4           A.     No, he is not the only one that could give  
5        the discount. He just was very good at getting that  
6        discount in a measured way that helped the company and  
7        helped them. He would not go from list to 30. He  
8        would ratchet it down. He was good at that.

9           Q.     So you are saying, if I'm understanding  
10      correctly, that the other account managers and senior  
11      account managers could give a 30% discount, correct?

12           MS. SIEGMUND: Objection to form. You can  
13      answer.

14           A.     This occurred after I was no longer his  
15      supervisor, so I don't want to misspeak.

16           Q.     So do you not know?

17           A.     I have internal working knowledge of that,  
18      but I can't point you to the sale matrix, the pricing  
19      matrix where that is. That's not something I reviewed.

20           Q.     When did you stop being involved in the  
21      day-to-day of the sales team?

22           A.     I want to say October of 2017.

23           Q.     So while under your -- while you were in  
24      charge of sales, did these account managers and senior  
25      account managers have discretion to give discounts?

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1           A.     They were able to get them in -- I got  
2 calls on almost a daily basis from Rick. He would say,  
3 they can't afford that, this is what they can afford.  
4 And my typical response was, what do you recommend,  
5 Rick? He would give me his recommendation, and we  
6 would go with that.

7           Q.     But he had to ask your permission to give  
8 the discount, correct?

9           A.     Under my watch, he did. I don't know if  
10 that was continued, but -- it is not like he didn't  
11 come -- he came with a recommendation.

12          Q.     I am going to show you what's being marked  
13 as Deposition Exhibit N.

14                        - - - - -

15                       (Thereupon, Deposition Exhibit N, Copy  
16                       of Email Dated 1/127/2017 from Leslie  
17                       Peterson, Bates Chmura0056740, was  
18                       marked for purposes of identification.)

19                        - - - - -

20          A.     (Reviewing.) That was for the new hires.

21          Q.     Do you recognize this document?

22          A.     I do.

23          Q.     And what is it?

24          A.     It's an internal email about the new hires.

25          Q.     And this is an email you sent, correct?

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1           A.     This is for the benefit of the new hires,  
2       not Rick.

3           Q.     Let me -- let me -- answer my questions.  
4       Let's get through my questions first.

5                   This is an email that you sent, correct?

6           A.     Correct.

7           Q.     And it is dated January 17, 2017, correct?

8           A.     Correct.

9           Q.     And it is addressed to Mr. Lombardo,  
10      correct?

11       A.     Well, it is addressed to the sales team.

12       Q.     And that sales team consisted of  
13      Mr. Lombardo, Mr. Steele, Ms. Ludvik, Mr. Grebenc and  
14      Mr. Cox; is that correct?

15       A.     That is correct. Kyle West is on there for  
16      some reason, I don't know why it is.

17       Q.     And the subject line says, JobsEQ --

18       A.     Oh, I guess that's probably because he was  
19      the manager at that time. So, correct.

20       Q.     So the subject line says, "JobsEQ  
21      Discounts," correct?

22       A.     Correct.

23       Q.     And the email states, "This is a reminder  
24      to and new information for the new additions to the  
25      sales organization," correct?

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1 A. New hires, yes.

2 Q. Well, the language says, "This is a  
3 reminder to and new information for the new additions  
4 to the sales organization", correct?

5 A. Correct.

6 Q. What -- so what you're saying is, this only  
7 applies to new hires, this email?

8 A. It was for the new hires to understand how  
9 that discount could be applied. They had not --

10 Q. Well -- sorry, go ahead.

11 A. No, you go ahead.

12 Q. Well, this email continues to state,  
13 "Discounts beyond those documented in the sales matrix  
14 pricing sheet need to be individually approved by me,"  
15 correct?

16 A. Correct.

17 Q. And "me" refers to you, Ms. Peterson,  
18 correct?

19 A. Yes, ma'am.

20 Q. Why would you -- and it goes on to say,  
21 "That translates into a case-by-case pre-approval  
22 process before communicating pricing to the client,"  
23 correct?

24 A. Correct.

25 Q. And, "No exceptions, even when you think we

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1 have established a precedent," correct?

2 A. Correct.

3 Q. Now, you earlier testified that this  
4 applied only to new hires, correct?

5 A. This was to get the information to new  
6 hires. This is a reminder.

7 Q. So it was a reminder to new hires; is that  
8 correct?

9 A. That's correct because they -- as a team,  
10 they often went to Rick for advice, and he was the  
11 go-to person in the team. So this is a reminder that  
12 we need to make sure that we are starting at list  
13 price.

14 Q. Now, you testified that Mr. Lombardo always  
15 came to you with a discount, correct?

16 A. He came to me with a situation analysis:  
17 This is what they can afford, this is their situation,  
18 this is my recommendation.

19 Q. Did Mr. Lombardo ever give a discount or  
20 take a lower list -- a lower price off the list price  
21 or below the list price without checking with you first  
22 while you were his manager?

23 MS. SIEGMUND: Object to the form of the  
24 question. You can answer.

25 A. So my understanding is he always came to me

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1 with a recommendation. Yes. That's what I recall.

2 Q. But your testimony is also that these new  
3 employees, these new sales managers -- I'm sorry -- the  
4 new account managers would go to Mr. Lombardo and ask  
5 his opinion, correct?

6 A. That's my understanding. He was a leader,  
7 yeah, he was their leader.

8 Q. Do you have any reason to believe  
9 Mr. Lombardo wouldn't have advised them to come to you  
10 as he did?

11 A. I'm not sure where this questioning is  
12 going or what it is you want me to say.

13 MS. SIEGMUND: Just answer the questions.

14 A. No, I don't think so.

15 Q. Let me re-ask the question.

16 Do you have any reason to believe  
17 Mr. Lombardo would have advised the new hires to do  
18 anything other than to reach out to you regarding  
19 discounts or price changes?

20 A. No.

21 Q. I am going to show you what's been marked  
22 as Deposition Exhibit -- actually, hold that thought  
23 for a moment.

24 MS. COOPER: We can take a break, if you'd  
25 like, for a moment.

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1 - - - -  
2 (Discussion had off the record.)  
3 - - - -  
4

5 MS. COOPER: Counsel have talked off the  
6 the record, and we have agreed to end the deposition  
7 for this evening and continue it at 9 o'clock on  
8 Wednesday, May 6th in the morning, and keep the  
9 deposition open until the time that it is closed.

10 Heidi, I don't know if you have anything  
11 else to add to that.

12 MS. SIEGMUND: No, that's fine, thank you.

13 MS. COOPER: Thank you, both.

14 (Whereupon, deposition was adjourned at 6:25 p.m)  
15  
16  
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## REPORTER'S CERTIFICATE

The State of Ohio, )

ss:

County of Cuyahoga. )

I, KELLIANN D. LINBERG, RPR, a Notary Public  
within and for the State of Ohio, duly commissioned and  
qualified, do hereby certify that the within named  
witness, LESLIE PETERSON, was by me first duly sworn to  
testify the truth, the whole truth and nothing but the  
truth in the cause aforesaid; that the testimony then  
given by the above-referenced witness was by me reduced  
to stenotypy in the presence of said witness;  
afterwards transcribed, and that the foregoing is a  
true and correct transcription of the testimony so  
given by the above-referenced witness.

18 I do further certify that this deposition was  
19 taken at the time and place in the foregoing caption  
20 specified and was completed WITH ADJOURNMENT.

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1           I do further certify that I am not a  
2 relative, counsel or attorney for either party, or  
3 otherwise interested in the event of this action.

4

5           IN WITNESS WHEREOF, I have hereunto set my  
6 hand and affixed my seal of office at Cleveland, Ohio,  
7 on this 11th day of May, 2020.

8

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Kelliann D. Linberg, R.P.R.,  
Notary Public within and for  
the State of Ohio

17

My commission expires May 25, 2024.

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